



City of Glendale

Community Services & Parks Department

Batting Cages

At

Glendale Sports Complex

Request for Proposals

2014

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Message to Proposers

The City of Glendale Community Services & Parks Department provides a wide variety of recreation and leisure programs for all ages and interests, and manages one of the finest park and open space systems in the Southern California region. It is within the nature of the City of Glendale to provide its community quality service to enhance personal achievement and create unique experiences and opportunities.

The Department's Mission Statement is:

"To enhance the quality of life by providing safe and well-maintained parks and public places, preserving open space and historic resources, caring for people, strengthening the bonds of community and creating opportunities for renewal, growth, and enrichment".

In furtherance of its mission and goals, the Community Services & Parks Department is proposing to develop the Glendale Sports Complex Batting Cage project. The major steps the City is proposing to implement this project include:

- 1) Issuance of an RFP for a Concessionaire/Operator, and selection;
- 2) Issuance of an RFP for a planning and design consultant for preparation of construction documents;
- 3) Preparation and completion of construction documents;
- 4) Issuance of a Notice Inviting Bids for construction and award of construction contract;
- 5) Completion of construction; and
- 6) Installation of equipment by selected Concessionaire.

The purpose of this Request for Proposals is to enable the Department to evaluate a list of candidates and financial and operational proposals in order to select a qualified and experienced batting cage concessionaire to lease and operate the future batting cages at the Glendale Sports Complex.

The selected Concessionaire shall provide various batting cage services including, but not limited to: drop-by batting opportunities to the public, cage rentals for team practices and parties, and lesson opportunities. The Concessionaire will also cultivate community connectedness and work cross-culturally with youth groups, schools, community groups and the business community to foster cultural harmony.

Thank you in advance for your interest in this Request for Proposals.

Jess Duran, Director
Community Services & Parks Department
City of Glendale

I. Introduction

A. Summary

The City of Glendale ("CITY") is soliciting proposals from suitably qualified batting cage professionals and/or companies ("CONCESSIONAIRE") for the purpose of leasing and operating a ("CONCESSION") at the City of Glendale's Glendale Sports Complex in accordance with the instructions and requirements in this Request for Proposals ("RFP"). As consideration for that certain right and privilege to operate, the CONCESSIONAIRE agrees to pay the CITY a fixed minimum fee plus a set percentage of net profits, as set forth in **Exhibit IV, Proposal Forms, page 25**.

The CONCESSION will be located at:

- **Glendale Sports Complex** at 2200 Fern Lane, Glendale, CA 91208. The proposed batting cages at the location will have six (6) bays of varying speed pitching machines. An aerial picture of the proposed site location is attached as **EXHIBIT I, page 22**.

This RFP will enable the Community Services & Parks Department to evaluate a list of candidates who meet the qualifications and have the experience to manage the concession as set forth in this RFP.

B. Assumptions/Definitions

The following assumptions and definitions were used in preparing this RFP, and should be adopted by the CONCESSIONAIRE:

- The term *RFP* refers to this Request for Proposals, its attachments, and Addenda.
- The term *Proposer* refers to the CONCESSIONAIRE.
- The term *Proposal* refers to the *materials submitted* by the CONCESSIONAIRE in response to this RFP.
- The term *gross receipts* refers to all money or the equivalent of money (e.g., anything of value) that CONCESSIONAIRE receives or derives – without any deductions, except for a deduction for California imposed sales or excise taxes.
- The term *net profit* refers to all gross receipts less all documented reasonable costs, fees, and expenses that CONCESSIONAIRE pays or incurs under the Concession.
- Responding proposals will be based on the business needs outlined in this RFP and on technical and operational trends in municipal recreational facilities.
- This RFP is based on the best available information. Information not in this document, and not said to be forthcoming, should be assumed to be unavailable.
- Departure from the standards outlined in this RFP must be communicated via written notice to the CITY.

C. Scope of Work

1. CONSULTING SERVICES

After CITY's award of a contract for the design of the batting cage facility, the selected Concessionaire will collaborate with CITY staff and the design architect for the batting cage's design.

Consultation services will include attending design and construction meetings to provide professional advice on the design of the project. City anticipates approximately 12 hours of consultations (six (6) meetings, each 2 hours in length) during the design, mandatory design proposer and construction bidder meetings, and construction phases of the project. Time dedicated to this phase may exceed the estimated 12 hours.

2. TERM

The initial term of the Concession is for a period of three (3) years, beginning after:

- CITY records a Notice of Completion of construction of the batting cages (anticipated completion is December 31, 2015);
- CITY gives the selected Concessionaire the keys to the facility;
- The selected Proposer has installed the pitching machines and other equipment and all of it is ready for use; and
- The selected Proposer has the required insurance in place for operating the batting cages.

In addition, the CITY will have the option of renewing the Contract on a year-to-year basis, for up to two (2) additional years. Exercise of the renewal option is at the sole discretion of the Director of Community Services and Parks and requires the City Manager's written approval. Upon renewal, the Contract is subject to new or additional terms and conditions.

3. HOURS OF OPERATION

The CONCESSIONAIRE must maintain hours of operation a minimum of 52 hours per week, Monday – Friday from 3:00 p.m. to 9:00 p.m. and 10:00 a.m. to 9:00 p.m. Saturday and Sunday. CONCESSIONAIRE may extend these hours as early as 9:00 AM daily. Hours of operation shall be as set forth in **Exhibit IV, Proposal Forms, page 25**, and shall be posted in a visible location at the facility. CONCESSIONAIRE or staff shall be present at the location during all posted hours of operation, and facility shall be locked when CONCESSIONAIRE or staff is not present.

4. RESPONSIBILITIES

a. EQUIPMENT & INSTALLATION

CONCESSIONAIRE must:

1) Provide and install:

- a. Pitching Machines with the following minimum operating systems:
 - i. 1HP 3 Phase A/C Motor (Operates on 115 VAC)
 - ii. A/C Variable Speed Electronic Controller
 - iii. Belt Drive
 - iv. All Steel Construction
 - v. Solid Urethane Pitching Wheel
 - vi. Models for pitching Baseballs or Softballs (slow or fast pitch)
 - vii. High/Low Adjustment
 - viii. Left/Right Adjustment
- b. Automatic Conveyor/Feeding System:
 - i. Automatically lifts and sorts Baseballs and Softballs from the ground and feeds at least 6 machines.
 - ii. Non-stretch, no-maintenance conveyor belting
 - iii. Non-jamming ball-feeding system
 - iv. Random feed ball feeding distribution
- c. Control Computer:
 - i. Operates at least 6 pitching machines
 - ii. Counts all games played daily
 - iii. "Trouble-shoots" operation from office or machine location
 - iv. Allows team rentals
 - v. Allows operator to "stop, pause, and re-start" one or all machines
- d. Warning Light Box/Dual Warning Box:
 - i. LED warning lights
 - ii. Designed for single or dual pitching machine systems
 - iii. Switches pitching machine on/off during operation
 - iv. Utilizes "fail-safe" design to prevent accidental pitching when lights are not lit
 - v. Prevents multiple pitching machines from being used at one time
 - vi. Outdoor enclosure
- e. Coin Box:
 - i. Utilizes "double-lock" system
 - ii. May accommodate multiple token sizes
 - iii. Supplied with single or dual-machine systems
 - iv. Separate coin mechanisms for dual systems or for 2 single machines

- f. Cage Identification and Warning Sign Kit:
 - i. Fiberglass signs:
 - 1. Individual warning and rules signs (minimum size 2'x3') for each cage
 - 2. Number signs for each cage
 - 3. Speed signs for each cage
 - 4. "Bat at your own risk" and other warning signs of inherent risks during use of cage
- 2) Provide:
 - a. Tokens
 - b. Bats
 - c. Helmets
 - d. Balls
 - e. Other necessary supplies (e.g., disposable gloves, disinfectant wipes)

CITY will be responsible for:

- 1) All design and construction costs for the facility, including the cages, such as grading, pad, fencing, electrical, etc., except for equipment and installations (including their cost), listed above in CONCESSIONAIRE's responsibilities. Batting cage materials to be supplied by CITY include:
 - a. All foundation construction, including 40" sump hole
 - b. Center pole and assembly
 - c. Pole protector pads
 - d. Batting Range Netting System
- 2) Scheduling regular consultation meetings no less than one (1) week in advance. Emergency meetings may be scheduled with less notification on an as-needed basis.
- 3) All construction-related plans, approvals, permits and fees.

b. OPERATIONS

CONCESSIONAIRE must:

- 1) Establish and enforce all rules & regulations, subject to CITY approval.
- 2) Regulate play and conduct of batters by having one (1) or more staff members supervising activities.
- 3) Manage and operate the Batting Cages in a manner intended to ensure that no persons with disabilities are excluded from CONCESSIONAIRE's programs and services on the basis of their disability.

- 4) Make every effort to provide reasonable accommodations to persons with disabilities, including the provisions of auxiliary aids and services to ensure equally effective communication and participation.
- 5) Keep facility open for designated number of hours and days, as assigned in the agreement or at the discretion of the City.
- 6) Work with CITY staff to fingerprint and submit the required information to the California/U.S. Department of Justice, at the CONCESSIONAIRE'S expense, as required by law for criminal background check clearance for all personnel supervising or having authority over minors. No employees or instructors shall begin working at the facility until a Department of Justice background check has been completed and the person is cleared for working with minors.
- 7) Cooperate with CITY in granting CITY reasonable use of the facility, at no charge, for Community Services & Parks sponsored programs, contract classes, tournaments, and special events.
- 8) Not assign or sublet operations without prior written approval from the Director of the Community Services & Parks Department.
- 9) Establish and maintain necessary telephone services— including a voicemail/answering machine— and internet service and link to CITY's Community Services & Parks Department's website to provide adequate customer service to interested patrons.

CITY will be responsible for:

- 1) Provide weekly and/or monthly reservation calendars of all scheduled use at the Glendale Sports Complex.

c. MAINTENANCE

CONCESSIONAIRE must:

- 1) Maintain batting cages, buildings and appurtenances in a safe, clean, sanitary, orderly, and attractive condition on a daily basis.
- 2) Maintain all cage lighting, including replacing/repairing lamps, bulbs, electrical ballasts and lens covers. CONCESSIONAIRE may elect to have CITY perform the work and reimburse CITY for services rendered.
- 3) Replace/repair all damaged netting, fencing, batting equipment, concession materials, etc. as needed. Includes all machines and equipment inside batting cages.

- 4) Comply with all appropriate water and power conservation methods.
- 5) Collect trash and place it in the bin in the Glendale Sports Complex parking lot on a daily basis.
- 6) Notify the CITY within 24 hours of maintenance needs that are the CITY'S responsibility.
- 7) Clean, service, supply, and maintain restroom for batting cage customers including, but not limited to: providing toilet paper and paper towels; and cleaning sink, floor, toilet and walls.
- 8) Clean, service, supply, and maintain batting cage concession room including, but not limited to: cleaning windows, maintaining roll-up door, sweeping and moping floor.

CITY will be responsible for:

- 1) Electrical service wiring, mechanical, and plumbing (including restroom, wiring to batting cages, and concession building). Does not include repair of equipment located inside batting cages.
- 2) Landscape maintenance of the Glendale Sports Complex area adjacent to the cages.
- 3) Tree trimming that affects safety and safe play in cages.

d. FINANCIAL OBLIGATIONS

CONCESSIONAIRE must:

- 1) Pay CITY the proposed monthly payment schedule, as well as the contracted percentage figure assigned to net profits above the proposed minimum monthly payments, as set forth in the Financial Projections and Planning in **Exhibit IV Proposal Forms, page 25**.
- 2) Pay all taxes, license fees, and related business expenses.
- 3) Furnish and pay for all costs relative to the safe operation and maintenance of facility and grounds including, but not limited to: purchasing, maintaining, and replacing equipment outlined above in Equipment and Installation, and purchase of bats, balls, helmets, tokens, etc.
- 4) Operate and manage the batting cages in a manner calculated to enhance revenue flow to the CITY and in a manner that will provide quality service for public and private use.

- 5) Set facility rental rates and drop-in hitting rates based on prevailing rates for other public and private facilities in the Los Angeles/Glendale area, determined by CONCESSIONAIRE and approved by the CITY. A sample list of fees for batting cages in various southern California cities is provided as **Exhibit II, page 23**, in this RFP. Proposer shall set forth its rates for CITY in **Exhibit IV, Proposal Forms, page 25**.
- 6) Maintain accurate cash receipt records, submit a monthly statement of gross receipts and pay fees to CITY, using software and forms approved by CITY, and providing back-up documentation upon CITY's request.
- 7) Provide a copy of the daily reservation log and financial report summarizing all financial transactions related to the rental/use of the cages to CITY at the end of each month. Use of a reservation/registration program such as Activenet or other online software is preferred.

e. STANDARDS, LAWS AND REGULATIONS

All work and services that CONCESSIONAIRE performs must comply with all applicable standards, laws, and regulations, including safety and accident reporting requirements.

D. City's Representatives

The CITY supervisor in charge of this project is Gabrielle Goglia, Community Services Supervisor. The executive in charge is Jess Duran, Director of the Community Services & Parks Department.

E. Minimum Requirements

Any suitably qualified batting cage operator and/or company is eligible to apply, but the individual or firm must meet the following requirements:

- Three (3) years minimum successful experience operating a commercial or public batting cage, within the past five (5) years.

Employees of the City of Glendale and their families are not eligible to apply.

II. RFP Process

A. Schedule of Events

The following events will take place in this project (see further explanations, below):

Event	Responsibility	Date(s)
RFP Distribution	CITY	July 7, 2014
Last Day to Object to RFP or Evaluation Process	Proposer	August 8, 2014
Last Day to Submit Interim Questions	Proposer	August 15, 2014
Mandatory Concessionaire Conference	CITY	August 27, 2014
RFP DEADLINE - RFP Responses Due	Proposer	September 5, 2014
CITY opens Proposals (non-public setting)	CITY	September 8, 2014
Candidate interviews	CITY	Beginning September 22, 2014
Final candidate announced	CITY	October 13, 2014
Contract Award (City Council approval)	CITY	October 21, 2014
Concession consultation	CITY & Proposer	Throughout design phase and construction phase
Anticipated date of commencement of concession operation	Proposer who is awarded contract	January 1, 2016

B. RFP Distribution

Prospective CONCESSIONAIRES may receive this RFP by mail, e-mail, in person or online at <http://parks.ci.glendale.ca.us>. Distribution of the RFP in no way represents City of Glendale's acceptance of a CONCESSIONAIRE'S qualifications, reputation, or ability to perform the work or services.

C. Mandatory Concessionaire Conference

A CONCESSIONAIRE Conference will be held on **August 27, 2014 at the times and location listed below. Attendance at this conference is mandatory. If a CONCESSIONAIRE is unable to attend a representative must be present. Failure to do so may result in rejection of a Proposal.** Attendees or their representatives will be required to sign-in at the conferences. The conference will take place at the Glendale Sports Complex:

- Glendale Sports Complex – 2200 Fern Lane Glendale, 91208 – August 27, 2014 at 9:30 a.m.

The purpose of this conference is to ensure that Proposers have adequate information to respond fully and comprehensively to the CITY's requirements. During the conference, CITY staff will discuss with prospective Proposers the work to be performed and answer questions arising from the Proposer's initial review of this RFP. The Proposer should have reviewed the RFP thoroughly prior to the conference and should be familiar with its content, as well as CITY's functional and technical requirements. Proposers are highly encouraged to visit the park facility prior to attending the

conference. Proposers may e-mail questions to Gabrielle Goglia – ggoglia@glendaleca.gov prior to the conference. A copy of all questions and respective answers will be provided to all Proposers at the conferences.

D. Proposal Deadline and Proposal Submission

The CITY must receive the Proposal ***before 5:00 p.m. on September 5, 2014. A Proposal received after this date and time may be considered non-responsive and the CITY will return the Proposal, unopened.***

A Proposal must be in writing, and must be delivered by mail or in person. ***Oral, telephonic, facsimile, telegraphic, or electronically transmitted Proposals are invalid and the CITY will not accept or consider them.***

Proposer must submit in a sealed, clearly labeled envelope (or box):

- Four (4) printed Proposal documents [one (1) original and three (3) copies of EXHIBITS IV & VI].

The Proposal must be clearly marked “**CITY OF GLENDALE BATTING CAGE CONCESSION PROPOSAL**” and addressed to:

City of Glendale
Community Services & Parks Department
Attention: Gabrielle Goglia
613 E. Broadway, Room 120
Glendale, CA 91206

E. Interim Inquiries and Responses; Interpretation or Correction of RFP

If a Proposer has any question about this RFP, the proposed Contract, or the scope of work— or if a Proposer finds any error, inconsistency, or ambiguity in the RFP, or the proposed Contract, or both— the Proposer must submit a written “Request for Clarification” before submitting its Proposal.

The Proposer must submit a Request for Clarification to: Gabrielle Goglia, via email at ggoglia@glendaleca.gov **The CITY must receive the Request for Clarification *before 5:00 p.m. on August 15, 2014.***

If necessary, the CITY will make clarifications, interpretations, corrections, or changes to the RFP, or the proposed Contract, or both, in writing by issuing Addenda, as described in Section II.F (below), only to Proposers who attend the Mandatory Concessionaire Conference. A Proposer must not rely upon, and the CITY is not bound

by, purported clarifications, interpretations, corrections, or changes to the RFP and the proposed Contract, that are made verbally or in a manner other than a written advisory from the CITY.

F. Addenda

The CITY will issue Addenda in writing only. The CITY will make reasonable efforts to deliver Addenda to all Proposers whom the CITY knows have received a complete set of the RFP and have provided a street address for receipt of Addenda. The CITY cannot guarantee that all Proposers will receive all Addenda.

Proposers may also inspect the Addenda at the Community Services and Parks Department, during its business hours, Monday – Thursday: 7:30 a.m. - 5:30 p.m., Friday: 8:00 a.m. - 5:00 p.m. This RFP is also on file there.

At any time before the “Proposal Deadline” (Section II.D of this RFP), the CITY may issue Addenda withdrawing the RFP or postponing the Proposal Deadline. However, if any Addenda results in a material change to this RFP, or the proposed Contract, or both, the CITY will extend the Proposal Deadline by not less than seventy-two (72) hours.

The CITY will treat transmittal of Addenda to potential Proposers by *U.S. mail, fax, or e-mail* as sufficient notice of the changes made by the CITY.

III. General Requirements and Instructions

A. Examination of Documents and Facility

Before submitting an RFP Response, each CONCESSIONAIRE must:

- Make all necessary investigations, examination of these documents, and inspect selected areas that will affect the full performance of the proposal. Proposers are highly encouraged to visit the park facility each park facility (during the day and at night) before submitting the Batting Cage Concessionaire Proposal Form.
- Thoroughly examine the RFP. A thorough review of this RFP is critical to obtaining an in-depth understanding of the requirements of this Proposal.
- Study and carefully correlate CONCESSIONAIRE's site observations, document review, and industry knowledge with the RFP.

B. Proposer's Representations in the Response

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey reasonable understanding of all requirements, terms, and conditions for performance of the work required in this project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, examining documents, and inspecting CITY sites and facilities;
- The Proposer is fully familiar with— and has fully considered— all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs;
- The Proposal is an irrevocable offer for a period of at least ninety (90) calendar days following CITY's opening of all Proposals; and
- The Proposer is, and will be, in compliance with the RFP's requirements, terms, and conditions.

C. Withdrawal, Cancellation, or Modification of a Proposal

Before the Proposal Deadline, a Proposer may withdraw and then modify a Proposal, by giving written notice, signed by the Proposer. A withdrawal request must be addressed as follows and delivered to:

City of Glendale
Community Services & Parks Department
Attention: Gabrielle Goglia
613 E. Broadway, Suite 120
Glendale, CA 91206

For a withdrawal to become effective, the CITY must receive the Proposer's request for withdrawal before the Proposal Deadline. The CITY will not accept or consider a Proposer's verbal request for modification or withdrawal of a Proposal.

If a Proposer withdraws its Proposal, the withdrawal will not prejudice the Proposer's right to submit a new Proposal, if the new Proposal is submitted: (a) in accordance with the RFP's requirements, and (b) before the Proposal Deadline.

After the Proposal Deadline, a Proposer must not withdraw, cancel, or modify its Proposal for a period of at least ninety (90) calendar days following the Proposals' opening on September 8, 2014, subject to the exception described in the next paragraph below. The CITY may extend the 90 day period upon the CITY's written request and upon the affected Proposers' written approval.

The CITY may allow a Proposer to withdraw or cancel a Proposal after the opening of the Proposals, if the Proposer establishes, to the CITY's satisfaction, that all of the following circumstances exist:

- 1) The Proposer made a mistake in its Proposal;
- 2) Within five (5) days after the Proposal's opening, the CITY receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
- 3) The mistake made the Proposal materially different from what the Proposer had intended it to be; and
- 4) The mistake was made in filling out the Proposal and was not due to error in judgment, or carelessness in reading the RFP or the proposed Contract.

D. Proposal Preparation Expenses

Expenses for developing the RFP Proposal are entirely the responsibility of the CONCESSIONAIRE and are not chargeable to CITY in any manner. CITY is not liable for any pre-contractual expenses, which are defined as expenses incurred by CONCESSIONAIRE in:

- Preparing its Proposal in response to this RFP.
- Negotiating with CITY any matter related to the Proposal.
- Any other expense incurred by CONCESSIONAIRE prior to the date of award of the contract for this RFP.

E. Insurance

Specific insurance requirements are noted in **EXHIBIT V, page 40**, and will need to be in place before the start of the consulting services and the opening of the Batting Cage for use. CITY will require certificates of insurance and additional insured endorsements when CONCESSIONAIRE submits a signed contract to the CITY. **The Proposer must submit to its insurance company or insurance agent the Insurance Requirements in this Specification and the Contract Documents. The insurance company's underwriter or agent must complete the Insurance Requirements Affidavit (EXHIBIT VI – page 48) which states that the insurer's underwriter or agent will furnish the CITY with the required insurance documents sixty (60) days prior to the opening of the Batting Cage, anticipated December 31, 2015. The Proposer**

must submit this form with the Proposal. CITY may reject any Proposal made without this affidavit, or made with an incomplete affidavit form.

F. Proposer's Indemnification of City

At its expense, Proposer agrees to indemnify, defend, and hold harmless the CITY and its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following: (1) Proposer's submitting the Proposal, (2) CITY's accepting Proposer's Proposal, or (3) CITY's awarding a contract to Proposer in compliance with this RFP, or state, federal, or local laws.

IV. Proposal Content and Format

Proposals must be submitted on the Proposal Forms which are attached as **EXHIBIT IV, page 25**. Proposals should be brief and concise, furnishing pertinent and relevant information rather than merely providing promotional facts or materials.

The Proposer must respond to the Proposal Forms' questions with all applicable information, in order for the CITY to consider the Proposal as "responsive."

If a Proposer fails to provide the information that the forms require, fails to return all of the forms' pages, or fails to submit any required attachments, the CITY may treat the Proposal as "non-responsive."

The Proposer must place initials next to all interlineations, alterations, and erasures on the Proposal Forms.

The Proposer must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection.

A. Proposal Content

The Proposal should establish that the CONCESSIONAIRE possesses the competence, experience, expertise, equipment, personnel, financial wherewithal, and other resources necessary not only to perform the concession services in a professional, dependable, and competent manner, but also to ensure quality service and to provide utmost customer satisfaction.

B. Identifying Proprietary Information; Public Records Act

A Proposer must identify and list all copyrighted material, trade secrets, or other proprietary information ("protectable documents") that the Proposer included in its Proposal which Proposer believes should be exempt from disclosure under California's Public Records Act, Government Code Section 6250, et seq.

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the CITY and its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the CITY's refusal to disclose the protectable documents to any party making a request for those items.

The CITY will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

All Proposals and other material submitted become the property of the CITY and may be returned only at the CITY's option. The CITY reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the Proposal does not affect this right.

C. Proposal Signature(s)

The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal in ink. The individuals signing the Proposal must represent that they are authorized to bind the Proposer's legal entity.

- A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
- A partnership must execute the Proposal by all of its partners. After each signature, each partner must list a residential address or the firm's address, either of which must include the state, zip code, and telephone number.
- If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal.
- An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person's legal authority to sign on behalf of another or others.

V. Method of Selection

All proposals received on time will be opened privately on September 8, 2014. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive proposals may be rejected. The CITY may elect to waive any informality in a proposal if the sum and substance of the proposal is present. The CITY will then evaluate the proposals in accordance with the criteria listed below. Interviews of the qualified candidates will be conducted beginning September 22, 2014. These are mandatory interviews.

The City will maintain a "Register of Proposals" that lists the Proposer's name, the date, and the time that the City had received the Proposal. The Proposals will be open to public inspection after the City has recommended award of the Contract.

A. Basis for Award and Evaluation Criteria

Each Proposer's submission will be reviewed, evaluated, and ranked on the criteria listed below.

- 1) **Adherence to minimum requirements (Pass/Fail).** A proposal must adhere to the minimum requirements outlined in this RFP. Failure to comply may eliminate a proposal from further consideration.
- 2) **Adherence to format (Pass/Fail).** A proposal must adhere to the format outlined in the Proposal Forms. Failure to adhere to this format may eliminate a proposal from further consideration.
- 3) **Experience and qualifications (20%).** Evaluation of a Proposer's experience and capacity to perform the required services in the following:
 - a. Previous operation of batting cages
 - b. Experience operating a concession in a government setting
 - c. Training experience
 - d. Business management experience
- 4) **Proposed payment to the CITY (20%).** CITY will evaluate the cost benefit to the CITY based on the proposed payments over the term of the contract.
- 5) **Financial Stability (15%).** Evaluation of Proposer's financial resources and solvency such as a credit report or business tax return.
- 6) **Range of services (15%).** Evaluation of Proposer's ability to provide a well-rounded program in the following:
 - a. Drop-in hitting
 - b. Group Reservations
 - c. Party Reservations

- d. Batting Lessons
 - e. Ability to accommodate persons with disabilities and provide integrated programs/services, as opposed to segregated programs that exclude or tend to segregate persons with disabilities.
- 7) **Daily Operational Plan (15%).** CITY will evaluate the proposed schedule of operations including:
- a. Days / Hours of operation
 - b. Days / Hours of services provided
 - c. Staffing
 - d. Leadership at the site
 - e. Proposed hours of staff working at the site
 - f. Support capability and experience
 - g. Contingency plans for inclement weather
- 8) **Advertising and marketing (15%).** Evaluation of the marketing plan, and Proposer's ability to attract business to the batting cages. Evaluation of proposed marketing tools, including:
- a. Social media
 - b. Printed press
 - c. Proposal to attract new customers
 - d. Proposal for customer retention

In addition, the CITY may consider other factors, including, but not limited to, evidence of untimely and unsatisfactory performance on prior, similar work or services.

The CITY may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional information or evidence of qualifications to provide the work and services described in this RFP.

B. Selecting a Concessionaire

A panel, selected by the Director of the Community Services & Parks Department, will evaluate each RFP submission. The panel will select up to three (3) finalists for interviews. A panel will interview the finalists, and then submit their recommendations to the Director, who will submit a recommendation to the City Council, which may select a Proposer.

The contract award will be based on a combination of factors that reflect the best candidate for completing the work and services, as determined by the CITY, including: the proposal evaluation criteria described on the previous pages; results of background and reference checks; results from interviews and presentation phase; and proposed revenue to the CITY.

The City Council must approve an award of a Contract to the successful Proposer and no rights or obligations begin under an award until the approval is secured and a Contract has been duly signed by all parties.

C. Form of Contract

Once selected, the successful Proposer must enter into a written Agreement with the CITY within fourteen (14) calendar days following Proposer's receiving the CITY's Notice of Intent to Award Contract.

Before any services can commence, the selected Concessionaire will be required to execute the Standard Form of Agreement, which will be provided to all Proposers by Addendum. To facilitate the project's smooth and timely implementation, Proposers responding to this RFP shall review all the terms and conditions of the Standard Form of Agreement including, but not limited to, provisions relating to insurance, indemnity, and termination.

The CITY's policy is that the Standard Form of Agreement be accepted as is. By submitting a Proposal to the CITY in response to this RFP, each Proposer is deemed to have provided its approval to the Standard Form of Agreement, accepting it without qualification. If a Proposer seeks limited modification of the Standard Form of Agreement, then in the Proposal a Proposer must identify the proposed changes.

However, changes or qualifications to the Standard Form of Agreement may be weighed in the evaluation of the Proposal and may cause rejection of the proposal as non-responsive, in CITY's determination.

D. City's Reservation of Rights

This RFP and the proposal evaluation process do not:

- Obligate the CITY to accept or select any Proposal;
- Constitute an agreement by the CITY that it will actually enter into any contract with any Proposer.

When it best serves the CITY's interests, the CITY may do any one or more of the following:

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.
- Accelerate the pace of the RFP process if only one or a handful of Proposals are received.

- Waive any or all information, defects, irregularities, or informalities in a Proposal.
- Accept amendments to Proposals after the Proposal Deadline.
- Amend, revise, or change the RFP's evaluation or selection criteria.
- Cancel, withdraw, amend, revise, change, or negotiate the terms of this RFP, the proposed Contract, or both.
- Reissue a Request for Proposals.
- Conduct oral interviews.
- Visit Proposer's facilities or business.
- Examine financial records of Proposer to the extent necessary to ensure financial stability.
- Make a partial award.
- Negotiate with one or more Proposers.
- Award contracts to one or more Proposers.
- Require a best and final offer from one or more Proposers.
- Provide its own services for batting cage concessions, or contract directly—without an RFP or bids— for those services.

VI. Letter of Objection; Procedures

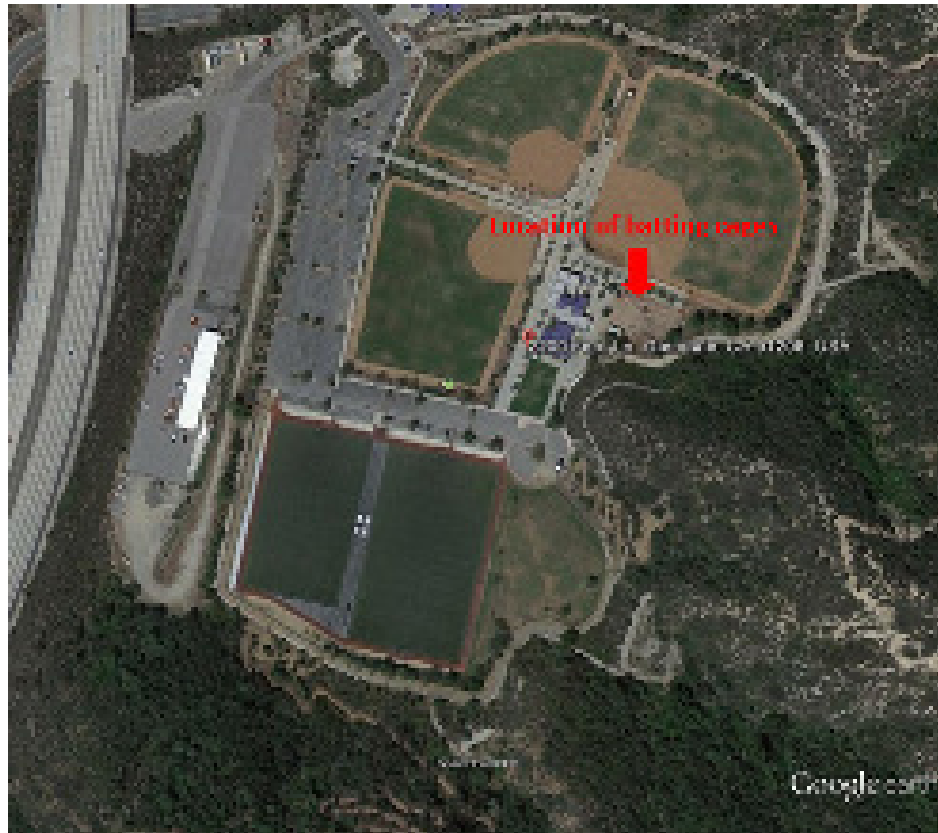
A Proposer, who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit a letter, clearly stating the specific objections, the areas of concern, and a proposed method for resolving the objections. The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence. The CITY must receive the letter of objection **before 5:00 p.m. August 8, 2014.** The CITY will not consider any verbal objection. The letter of objection must be addressed as follows and delivered to:

City of Glendale
Community Services & Parks Department
Attention: Gabrielle Goglia
613 E. Broadway, Room 120
Glendale, CA 91206

Upon the CITY's timely receipt of the objection letter, the CITY will review the Proposer's contention(s). If the CITY decides that the RFP— whether in whole or in part— needs revision, the CITY will prepare Addenda, as described in Section II.F of this RFP.

EXHIBIT I

Aerial of Glendale Sports Complex



Glendale Sports Complex, located at 2200 Fern Lane, Glendale, 91208

Consists of:

- *3 lit softball fields (1 also used for baseball)*
- *2 artificial turf soccer fields*
- *1 snack bar*
- *Public Restrooms*
- *Batting Cage Concession Office*
- *Accessible Parking Lot*

EXHIBIT II

Sample Fees for Batting Cages in Southern California

(Updated April 1, 2014)

BatCade	Privately Owned <ul style="list-style-type: none">• 30 pitches \$ 4.00• 15 min \$15.00• 30 min \$25.00• 60 min \$40.00• Teams (60 min) \$35.00
City of South Pasadena (All Star Baseball School)	Operated by a Concessionaire <ul style="list-style-type: none">• 5 min \$ 6.00• 10 min \$11.00• 15 min \$14.00• 20 min \$16.00• 30 min \$18.00• 45 min \$23.00• 60 min \$30.00• Teams (60 min) \$90.00 (lessons)
Los Angeles (Castle Batting Cages)	Operated by a Concessionaire <ul style="list-style-type: none">• 28 pitches \$ 3.50• 30 min \$32.00• 60 min \$58.00• Teams (60 min) \$50.00
Huntington Beach (Central Batting Cages)	Operated by City <ul style="list-style-type: none">• 18 pitches \$ 1.00• 108 pitches \$ 5.00• 30 min \$15.00
Montebello Batting Cages (Grant Rea Park)	Operated by a Concessionaire <ul style="list-style-type: none">• 6 pitches for \$ 0.50• 15 min \$12.00• 30 min \$21.00• 60 min \$33.00

**These sample fees were collected from the internet, and may contain errors. This sample list should be used as a guideline for setting rates in the proposal only.*

EXHIBIT III

FORMS CHECKLIST

- ☐ Basic Information, including signatures (Pages 25-26)
- ☐ General Statement of Qualifications (Pages 27-28)
- ☐ Proposer's Background (Page 29)
- ☐ Credit Score Report or Business Tax Return (Page 29)
- ☐ References (Pages 30-31)
- ☐ List of Services (Page 32)
- ☐ Staff Information (Pages 33-34)
- ☐ Marketing & Advertising Plan (Page 35)
- ☐ Proposed Schedule of Operation (Page 36)
- ☐ Proposed Fees (Page 37)
- ☐ Payment Schedule (Page 38)
- ☐ Pro Forma Analysis (Page 39)
- ☐ Insurance Affidavit (Page 48)

EXHIBIT IV

BATTING CAGE CONCESSION PROPOSAL FORMS

Use the following forms to provide information necessary to complete the Request for Proposals. Proposers are advised that statements made in the Proposal Information forms may be incorporated into the Agreement. All questions must be answered concisely and completely.

Basic Information

Proposer's Name: _____

Firm's Name (if contract will be with a Firm): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Principal Telephone: _____ Fax: _____

Contact Person Name: _____ Title: _____

Telephone: _____ E-Mail: _____

Proposer's Social Security Number or Tax ID Number: _____

The City of Glendale may: (1) request credit, criminal, and investigative reports about you and your firm, and (2) contact the references, government entities, and other persons listed in this Proposal. The City of Glendale will use this information to evaluate your firm's financial resources, responsibility, and integrity with respect to this Proposal, an award of the Contract, or any contract renewal. The City of Glendale will treat any information that it obtains now or later as confidential.

Do you and your firm authorize the City of Glendale to obtain credit, criminal, and investigative reports about you and your firm:

_____ **Yes** _____ **No**

Do you and your firm authorize the references, government entities, and other persons listed in this Proposal to release information about you and your firm to the City of Glendale?

_____ **Yes** _____ **No**

TO THE CITY OF GLENDALE, CALIFORNIA:

In response to the Request for Proposals ("RFP") by the City of Glendale ("CITY"), the undersigned person or entity ("Proposer") now submits this Proposal ("Proposal"), with the accompanying forms and attachments.

Under the penalty of perjury, Proposer certifies that:

- A. This Proposal is genuine, is not a sham or collusive, and is not made in the interest of, or on behalf of, any person, partnership, corporation, firm, organization, or another entity not named or disclosed in the Proposal;
- B. Proposer did not, directly or indirectly, induce, agree, or solicit anyone else to submit a false or sham Proposal, to refrain from proposing, to withdraw a Proposal, or to attempt to induce an action prejudicial to CITY's interests;
- C. Proposer has not sought by collusion, in any manner, to secure for Proposer any advantage over other Proposers;
- D. All facts and statements in the Proposal are completely true, accurate, and correct.

PROPOSER SIGNATURE: _____ DATE: _____

PROPOSER PRINTED NAME: _____

PROPOSER TITLE: _____

GENERAL STATEMENT OF QUALIFICATIONS

(Attach additional pages if necessary, and title each page "General Statement of Qualifications, Page 26A")

How many years has Proposer previously operated a batting cage: _____

Previous Experience

1) Name of operation: _____

Dates Proposer worked: _____

Role in operation: _____

Supervisor's Name: _____

Briefly describe how reservations were taken in this operation:

2) Name of operation: _____

Dates Proposer worked: _____

Role in operation: _____

Supervisor's Name: _____

Briefly describe how reservations were taken in this operation:

3) Name of operation: _____

Dates Proposer worked: _____

Role in operation: _____

Supervisor's Name: _____

Briefly describe how reservations were taken in this operation:

List any additional relevant certifications: _____

List any industry achievements or awards that the Proposer may have gained:

Briefly describe the Proposer's experience in working with youth organizations:

Briefly describe the Proposer's experience as related to operating a batting cage:

Briefly describe the Proposer's safety record for other sites that Proposer has operated and indicate whether Proposer has ever developed a written safety plan:

PROPOSER'S BACKGROUND

Answer the following background questions, and provide an indication of financial resources and solvency such as a credit score report or business tax return. Attach supporting documents and title them "Background, page 28A."

Have you ever been convicted of a Criminal Offense (misdemeanor or felony) other than a minor traffic violation?

☐ Yes

☐ No

If yes, provide information pertaining to ALL convictions, unless sealed or expunged. Do NOT list arrests that did not result in a conviction. If you have been arrested and a determination is pending, also not the information below.

_____ Date of Conviction	_____ Code Section Violated (Number & Title)	_____ Felony or Misdemeanor
_____ Sentencing Information: (length of jail sentence, time serviced, monetary fine, terms of parole and/or probation)		
_____ Description of Offense and Additional Remarks		

_____ Date of Conviction	_____ Code Section Violated (Number & Title)	_____ Felony or Misdemeanor
_____ Sentencing Information: (length of jail sentence, time serviced, monetary fine, terms of parole and/or probation)		
_____ Description of Offense and Additional Remarks		

_____ Date of Conviction	_____ Code Section Violated (Number & Title)	_____ Felony or Misdemeanor
_____ Sentencing Information: (length of jail sentence, time serviced, monetary fine, terms of parole and/or probation)		
_____ Description of Offense and Additional Remarks		

Signature

Date

REFERENCES

Provide a minimum of three references as to the Proposer's experience qualifications (Two of the references MUST be of most recent Concessionaire contracts held).

Reference #1

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-Mail: _____

Starting / Ending Date of Concession Operation: _____ / _____

May we contact this reference? Yes _____ No _____

If no, explain as to why? _____

Reference #2

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-Mail: _____

Starting / Ending Date of Concession Operation: _____ / _____

May we contact this reference? Yes _____ No _____

If no, explain as to why? _____

Reference #3

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-Mail: _____

Starting / Ending Date of Concession Operation: _____ / _____

May we contact this reference? Yes _____ No _____

If no, explain as to why? _____

Reference #4

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-Mail: _____

Starting / Ending Date of Concession Operation: _____ / _____

May we contact this reference? Yes _____ No _____

If no, explain as to why? _____

OPERATIONAL PLAN

List of Services

Complete the following section, attach any additional pages needed, and title them "List of Services, Page 31A."

Describe the services Proposer intends to offer, including but not limited to: drop-by hitting, reservations, private lessons, group/team lessons, parties, etc.: _____

Describe the lessons Proposer intends to offer, including but not limited to: general class descriptions, classes per week, and whether CONCESSIONAIRE or staff will teach the lessons: _____

Describe the reservation system Proposer intends to use for cage rentals, including but not limited to: number of cages available for reservation, number of cages available for drop by customers, hours of operation for cage rentals, and whether CONCESSIONAIRE or staff will supervise cage rentals: _____

Describe any additional programming and / or services Proposer intends to offer at the operation: _____

Staff Information

List each employee/independent contractor/volunteer who will be at the facility (Attach additional sheets if necessary, and title them "Staff Information, Page 32A")

STAFF #1

Check one: **Employee** **Independent Contractor** **Volunteer**

Name: _____ Title/Role: _____

Salary: _____ Proposed Hours: _____

Relationship with any schools (if applicable): _____

Professional Background/ Professional Affiliations: _____

List of Professional Certifications/Licenses Held: _____

Professional and Civic Involvement: _____

Honors and Awards: _____

STAFF #2

Check one: **Employee** **Independent Contractor** **Volunteer**

Name: _____ Title/Role: _____

Salary: _____ Proposed Hours: _____

Relationship with any schools (if applicable): _____

Professional Background/ Professional Affiliations: _____

List of Professional Certifications/Licenses Held: _____

Professional and Civic Involvement: _____

Honors and Awards: _____

MARKETING AND ADVERTISING

Discuss Proposer's marketing and advertising plan to attract individual youth and adults, groups and clubs, and baseball instructors. Attach additional pages as necessary and title them "Marketing and Advertising, Page 34A."

Which of the following advertising methods does the Proposer intend to use (check all that may apply), and the frequency which Proposer intends to utilize these methods:

Banners frequency Flyers frequency
 Newspaper Ads frequency Twitter frequency
 Facebook frequency
 Other forms (list):

Provide a summary of Proposer's plan to advertise operations, including obtaining new customers and customer retention: _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

PROPOSED SCHEDULE OF OPERATIONS

For the proposed operation, provide a sample of a weekly schedule of operations (Monday through Sunday), including but not limited to the following: a schedule of maintenance, cage use (rentals, lessons, special events, etc.), and staffing schedule. Include the hours that the CONCESSIONAIRE will be on site, and when staff will be working. A separate form may be submitted in addition to, or in lieu of this form, titled "Proposed Schedule of Operations, Page 35A."

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

FINANCIAL PROJECTIONS & PLANNING

Proposed Fees

Provide a list of proposed fees to be charged (use additional sheets if necessary, and title them "Proposed Fees, Page 36A"):

Token Value

\$ _____

Number of hits per token _____

Rental Rate Per:

15 minutes \$ _____

30 minutes \$ _____

60 minutes \$ _____

Team Rentals

Time period: _____ Rate: \$ _____

Instruction Rates

Individual \$ _____ per _____ minutes

Teams \$ _____ per _____ minutes

Private Party Rates

Time period: _____ Rate: \$ _____

List any additional fees and unit of measurement for proposed activities:

Activity: _____

Rate: \$ _____ per session

of Meetings: _____ per session

Activity: _____

Rate: \$ _____ per session

of Meetings: _____ per session

Payment

Fill in the amount of proposed payment to the CITY as consideration to your right and privilege to operate the Glendale Sports Complex Batting Cages.

In **PART I** (below) state the proposed minimum monthly payment for the initial term (2015, 2016, and 2017), and any renewal term (2018 and 2019)—as decided by CITY.

In **PART II** (below), state the proposed minimum percentage assigned to net profits (calculated annually) for the initial term (2015, 2016, and 2017), and any renewal term (2018 and 2019)— as decided by CITY.

In **PART III** (next page), complete a Pro Forma Profit and Loss projection for the first five-year term, including projected revenues, variable costs, fixed costs, interest and taxes, proposed rent to CITY, and net profits.

PART I:

<u>MONTH</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
January	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
February	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
March	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
April	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
May	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
June	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
July	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
August	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
September	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
October	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
November	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
December	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annual Payments:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PART II:

Proposed minimum percentage figure assigned to net profits, for the initial term (2015, 2016, and 2017), and any renewal term (2018 and 2019)—as decided by CITY:

_____ %.

PART III

Pro Forma Analysis

For the operation, complete a 5 year financial analysis, (use additional sheets if necessary, and title them "Pro Forma Analysis, Page 38A"):

5 YEAR PRO FORMA PROFIT/LOSS ANALYSIS						
PROPOSER'S NAME:		5 YEAR PROJECTED FINANCIAL PLAN				
PROJECTED REVENUE		YEAR	YEAR	YEAR	YEAR	YEAR
		1	2	3	4	5
1	Token Sales					
2	Rentals					
3	Private Parties					
4	Lessons					
5	Miscellaneous Sales					
6	Total Gross sales (Add Lines 1 through 5)					
7	Less sales returns and allowances					
8	Net Sales (Line 6 minus Line 7)					
OPERATING EXPENSES						
(Year 1 should include start up costs)						
9	Salaries and wages					
10	Employee benefits					
11	Payroll taxes					
12	Insurance (costs related to Exhibit IV)					
13	Rent (Should match proposed annual payments)					
14	Permits					
15	Advertising					
16	Utilities					
17	Depreciation & amortization					
18	Office supplies					
19	Postage					
20	Equipment maintenance & rental					
21	Interest					
22	Furniture & equipment					
23	Total Operating Expenses (Add Lines 9 through 22)					
24	Net Income Before Taxes (Line 8 minus Line 23)					
25	Taxes on income					
26	Net Income After Taxes (Line 24 minus Line 25)					
27	Extraordinary gain or loss					
28	Income tax on extraordinary gain					
29	PROJECTED NET PROFIT (LOSS)					
(Add Lines 26 & 27, minus Line 28)						
30	PERCENTAGE OF NET PROFIT %					
(Owed to City, minimum 10%)						

EXHIBIT V INSURANCE REQUIREMENTS

1.0 “WORKERS’ COMPENSATION” INSURANCE

- 1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— for the duration of this Agreement:
- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
 - (B) Employer’s Liability insurance in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.
- 1.2 CONTRACTOR shall provide CITY with a “***certificate of insurance***” and a subrogation endorsement, “***Waiver of Our Right to Recover From Others***”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.
- 1.3 CITY shall not be liable to CONTRACTOR’s personnel, or anyone CONTRACTOR directly or indirectly employs or uses, for a claim at law or in equity arising out of CONTRACTOR’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

2.0 “COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

- 2.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as additional insureds.

- 2.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:
- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
 - (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
 - (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage;
 - (D) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for sexual abuse or molestation to any one person; and
 - (E) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.
- 2.3 The liability insurance must include all major divisions of coverage and must cover:
- (A) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);
 - (B) Independent Contractors' Protective Liability;
 - (C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
 - (D) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
 - (E) Contractual Liability;
 - (F) Broad Form Property Damage; and
 - (G) Sexual Abuse or Molestation Liability (including coverage for: (i) physical, emotional, psychological injury or harm of a person; and (ii) negligent employment, supervision, investigation, reporting or failing to report to proper authorities, or retention of an employee, agent, representative,

volunteer, Subcontractor, or person whose actual, alleged, attempted, or threatened behavior, conduct, or verbal or nonverbal communication— whether or not intentional— results in physical, emotional, psychological injury or harm of a person or persons).

- 2.4 CONTRACTOR shall provide CITY with a “***certificate of insurance***,” an “***additional insured endorsement***,” and a subrogation endorsement, “***Waiver of Transfer to Rights of Recovery Against Others***”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.
- 2.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

3.0 “BUSINESS AUTOMOBILE” LIABILITY INSURANCE

- 3.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Business Automobile” insurance policy on an **occurrence** basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as **additional insureds**.
- 3.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:
- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
 - (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
 - (C) TWO MILLION DOLLARS (\$2,000,000) combined single limit (“CSL”).

- 3.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.
- 3.4 CONTRACTOR shall provide CITY with a “***certificate of insurance***” and an “***additional insured endorsement***”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.
- 3.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

4.0 GENERAL REQUIREMENTS

- 4.1 At all times, the insurance company issuing the policy must meet all three of these requirements:
- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
 - (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
 - (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.
- 4.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONTRACTOR shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

- 4.3 A deductible or self-insured retention is subject to CITY's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:
- (A) The amount of the deductible, or self-insured retention, or both;
 - (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
 - (C) The current limit amount, as lowered by the pending or paid claim.
- 4.4 Despite any conflicting or contrary provision in CONTRACTOR's insurance policy:
- (A) If CONTRACTOR's insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
 - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
 - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
 - (B) CONTRACTOR's insurance is primary;
 - (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONTRACTOR's insurance;
 - (D) CITY's insurance, or self-insurance, or both, will not contribute with CONTRACTOR's insurance policy;
 - (E) CONTRACTOR and CONTRACTOR's insurance company waive— and shall not exercise— any right of recovery or subrogation that CONTRACTOR or the insurer may have against CITY, or its representatives, or both;
 - (F) CONTRACTOR's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
 - (G) CONTRACTOR's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and

- (H) CITY is not liable for a premium payment or another expense under CONTRACTOR's policy.
- 4.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:
- (A) Review this Agreement's insurance coverage requirements; or
 - (B) Require that CONTRACTOR:
 - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
 - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement;
 - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement; or
 - (c) The availability, or affordability, or both, of increased liability insurance coverage;
 - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
 - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.
- 4.6 CONTRACTOR shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONTRACTOR must maintain after the Final Payment.
- 4.7 CONTRACTOR's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.
- 4.8 CONTRACTOR shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONTRACTOR shall deliver to CITY evidence of the required coverage as proof that CONTRACTOR's insurance policy has been renewed or replaced with another insurance policy which, during

the duration of this Agreement, meets all of this Agreement's insurance requirements.

- 4.9 At any time, upon CITY's request, CONTRACTOR shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONTRACTOR's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.
- 4.10 If CONTRACTOR hires, employs, or uses a Subcontractor to perform work, services, operations, or activities on CONTRACTOR's behalf, CONTRACTOR shall ensure that the Subcontractor:
- (A) Meets, and fully complies with, this Agreement's insurance requirements;
 - (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
 - (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for CITY's review, or approval, or both.
- 4.11 CONTRACTOR's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONTRACTOR's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONTRACTOR.

5.0 CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

- 5.1 CONTRACTOR shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONTRACTOR signs and delivers the Agreement to CITY, CONTRACTOR also shall deliver:
- (A) A "certificate of insurance" for each required liability insurance coverage;
 - (B) CITY's "General Liability/Automobile Liability Special Endorsement" form (L-15), unless this Agreement does not require CONTRACTOR to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;

(C) A subrogation endorsement, “**Waiver of Transfer to Rights of Recovery Against Others.**” for Commercial General Liability coverage or Businessowners Liability coverage;

(D) A “certificate of insurance” for Workers’ Compensation insurance; or

If CONTRACTOR is self-insured for workers’ compensation, a copy of the “Certificate of Consent to Self-insure” from the State of California; or

If CONTRACTOR is lawfully exempt from workers’ compensation laws, an “Affirmation of Exemption from Labor Code §3700” form;

(E) A subrogation endorsement, “**Waiver of Our Right to Recover From Others.**” for Workers’ Compensation coverage; and

(F) A complete copy of CONTRACTOR’s Professional Liability insurance policy, including all forms and endorsements attached to it.

5.2 CITY will neither sign the Agreement nor issue a “Notice to Proceed” until the City Attorney or City’s Risk Manager has reviewed and approved the insurance documents. CITY’s decision as to the acceptability of all insurance documents is final. Unless CONTRACTOR obtains CITY’s written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate’s or an endorsement’s form and content, or both.

6.0 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

6.1 This Agreement’s insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in this Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in this Agreement.

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EXHIBIT VI INSURANCE REQUIREMENTS AFFIDAVIT

THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE PROPOSER MUST SUBMIT THIS AFFIDAVIT WITH THE BID FORMS.

I, the undersigned (check one box: ☐ underwriter ☐ agent), certify that I and the Concessionaire listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposals. If the City of Glendale ("City") awards the Concessionaire the Contract for the tennis concession, I will be able—at least sixty (60) calendar days before the opening of the Batting Cages—to furnish the City with valid insurance forms (including one or more insurance certificates and additional insured endorsements) that fully meet all of the Insurance Requirements.

_____ Name of Insurance Company		_____ Date	
_____ Insurance Agent's Name (Printed)		_____ Insurance Agent's Name (signature)	
_____ Address	_____ City	_____ State	_____ Zip Code
_____ Telephone Number	_____ FAX Number	_____ Email Address	

_____ Concessionaire's Name	_____ Tennis Concession Request for Proposal
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Below State the Name of Insurance Company Providing Coverage:

DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.

_____ Commercial General Liability	_____ Automobile Liability
_____ Workers' Compensation Liability	

NOTE TO THE UNDERWRITER / AGENT: If the insurance forms that the Concessionaire submits to the City do not fully comply with the Insurance Requirements, and/or if the Concessionaire fails to submit the forms within the 60-day time limit, the City may: (1) declare the Concessionaire's Proposal non-responsive, and (2) award the Contract to the next highest scoring, responsible proposer.

If you have any questions about Insurance Requirements, please contact Mr. Stephen Martin, Risk Management Section, at (818) 548-3781.